

City of Rialto, California  
Public Works Department

Request for Proposals (RFP)  
for  
Traffic Signal Maintenance and Repair Services

Request for Proposal No. 16-025

March 2016



Robert G. Eisenbeisz, P.E.  
Public Works Director/City Engineer

**Proposals shall be submitted no later than 3:00 p.m. on April 14, 2016.**



**CITY OF RIALTO, CALIFORNIA  
NOTICE FOR REQUEST FOR PROPOSALS (RFP 16-025) FOR  
TRAFFIC SIGNAL MAINTENANCE AND REPAIR SERVICES**

**NOTICE IS HEREBY GIVEN** that the City of Rialto requests sealed proposals from qualified professional firms to provide the City with Traffic Signal Maintenance and Repair Services (hereinafter the "Project").

**PROJECT LOCATION:** The Project includes all City owned and maintained traffic control devices.

**SCOPE OF SERVICES:** The scope of work generally includes providing the City of Rialto with timely maintenance and repair of its traffic signal systems. The work will include the following:

1. General and emergency repair of the City's Traffic Signal Systems.
2. Routine preventive maintenance of the City's Traffic Signal Systems.

**OBTAINING RFP DOCUMENTS AND ADDENDA:** The RFP document may be downloaded via the internet at [www.rialtoca.gov](http://www.rialtoca.gov) (from the main page look for "Featured Resources" on the right hand side, go to "Bids/Proposals"), or at [www.rialtoca.gov/1458\\_1534.php](http://www.rialtoca.gov/1458_1534.php). Upon downloading the RFP via the internet, contact the Public Works-Engineering by e-mail at [BidInfo@rialtoca.gov](mailto:BidInfo@rialtoca.gov), to register as a firm interested in this project. Failure to register as a Respondent per the instructions in the Notice Inviting Requests for Proposals (under "Obtaining RFP Documents") will result in not receiving Addenda or other important information pertaining to this process. Failure to acknowledge Addenda may render a proposal as being non-responsive. Interested firms shall officially register per the instructions herein.

**EVALUATION OF PROPOSALS AND AWARD OF CONTRACT:** This solicitation has been developed in the Request for Proposals (RFP) format. Accordingly, firms should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements set forth in the RFP document. **Price will be considered as part of the evaluation, and represents 20% of the overall score.** The City reserves the right to negotiate the terms and conditions of any resulting contract. Final contract award, if any, will be made by the Rialto City Council. The selected firm will be required to comply with all insurance and license requirements of the City.

**DEADLINE:** All proposals must be received in the Engineering Division, Public Works, 335 West Rialto Avenue, Rialto, California, 92376, **by 3:00 P.M., Thursday, April 14, 2016.** The receiving time in the Engineering Division will be the governing time for acceptability of Proposals. Telegraphic and telephonic Proposals will not be accepted. Reference the RFP document for additional dates and deadlines. Late proposals will not be accepted and shall be returned unopened.

**PROPOSALS TO REMAIN OPEN:** The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

Robert G. Eisenbeisz, PE  
Public Works Director/City Engineer  
March 17, 2016

CITY OF RIALTO  
REQUEST FOR PROPOSAL #16-025  
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## **City of Rialto Diversity Business Statement**

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The City of Rialto encourages the maximum participation by small business, Veteran- Owned small business (VOSB), Service-Disabled Veteran owned small business (SDVOSBC), HUBZone small business, Small Disadvantaged business (SDB/DBE), and Women-Owned small businesses (WOSB).

It is the policy of City of Rialto, to conduct business with the above stated businesses whenever possible to the maximum extent that is feasible.

The City of Rialto shall, within the limits of state statutes and regulations, pursue the award of a fair share of all contracts with minority businesses and shall encourage and assist minority businesses in the methods of conducting business with the City of Rialto.



**CITY OF RIALTO, CALIFORNIA  
REQUEST FOR PROPOSALS (RFP) #16-025  
TRAFFIC SIGNAL MAINTENANCE AND REPAIR SERVICES**

The City of Rialto requests sealed proposals from qualified professional firms to provide Traffic Signal Maintenance and Repair Services (hereinafter the "RFP"), and will be received at the City of Rialto Engineering Division, Public Works, 335 West Rialto Avenue, Rialto, California, 92376, **until 3:00 P.M., Thursday, April 14, 2016**. It is the responsibility of the Proposer to see that any proposal sent through the mail, or any other delivery method, shall have sufficient time to be received by this specified date and time. The receiving time in Public Works - Engineering will be the governing time for acceptability of submitted Proposals. Telegraphic, telephonic, faxed or emailed Proposals will not be accepted. Late Proposals will be returned unopened. Failure to register as a Respondent to this RFP process per the instructions in the Notice Inviting Requests for Proposals (under "Obtaining RFP Documents") will result in not receiving Addenda or other important information pertaining to this process. Failure to acknowledge Addenda may render a proposal as being non-responsive. Interested firms shall officially register per the instructions herein.

**GENERAL INFORMATION**

The City of Rialto has outlined the requirements herein in as much detail as is currently known. Please provide any exceptions, additional information, or suggestions that will aid in the City's selection process (attachments are acceptable).

The City reserves the right to negotiate terms and specifications/ scope of work with the highest ranked competitively priced and qualified proposal. If an agreement cannot be negotiated the City reserves the right to negotiate with any other finalist.

Any evidence of agreement or collusion among Proposers acting illegally to restrain freedom of competition by agreement to propose a fixed price, or otherwise, will render the proposal of such Proposers void.

Proposer shall identify those services that will be outsourced to a sub consultant or sub-proposer. The prime Proposer will be responsible for verifying the qualifications and validity of all licenses or permits for any outsourced work to sub consultants. The prime Consultant is also responsible for paying its employees and any sub consultants the prime Consultant hires.

This RFP does not obligate the City to accept or contract for any expressed or implied services.

## **GENERAL TERMS AND CONDITIONS**

### ***Consultant's Address and Legal Services***

The address given in the proposal shall be considered the legal address of the Proposer and shall be changed only by written or electronic notice to the City. The Proposer shall supply an address to which certified mail can be delivered. The delivery of any communication to the Proposer personally, or to such address, or the depositing in the United States Mail, registered or certified with postage prepaid, addressed to the Proposer at such address, shall constitute a legal service thereof.

### ***Informed Proposer***

Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at proposer's own risk and they cannot secure relief on the plea of error.

### ***Proposal Errors***

Proposer is liable for all errors or omissions incurred by proposer in proposal. Proposer will not be allowed to alter proposal documents after the due date for proposal submission.

The City reserves the right to make corrections due to errors identified in proposal by the City or the proposer. This type of correction or amendment will only be allowed for errors as typing, transposition or any other obvious error. Any changes will be date and time stamped and attached to proposal. All changes must be coordinated in writing with, authorized by and made by the City Project Administrator.

### ***Rejection of Proposal***

The City reserves the right, as the interest of the City requires, to reject any or all proposals, to waive any minor informality in proposals received, to reject any unapproved alternate proposal(s), and reserves the right to reject the proposal of any proposer who has previously failed to perform competently in any prior business relationship with the City.

The rejection of any or all proposals shall not render the City liable for costs or damages.

### ***Proposals Property of City/ Proprietary Proposal Material***

All proposals submitted in response to this RFP shall become the property of the City of Rialto, and subject to the State of California Public Records Act. Proposers must identify all copyrighted material, trade secrets or other proprietary information that the proposer claims are exempt from the California Public Records Act (California Government Code Section 6350 et seq.). Sections claimed to be exempt for public disclosure should be clearly identified as such.

In the event a proposer claims such an exemption, the proposer is required to state in the proposal the following: "The proposer will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request thereof."

### ***California State Board of Equalization Permit***

Proposer shall enter the company's State of California Board of Equalization permit number on the proposal form. If the company does not have this permit, the proposer shall sign the proposal form declaring that the company has no California sales tax permit.

### ***Applicable Laws***

Selected Proposer is required to comply with all existing State, Federal, and Local laws. If Proposer outsources any work or job to a sub-proposer, it will be the prime Proposer's responsibility to ensure that all sub-proposers meet the requirements as stated in this RFP.

### ***Withdrawal of Proposal***

Proposer may withdraw proposal in writing at any time prior to the specified proposal due date and time. Faxed withdrawals will be accepted. A written request signed by an authorized representative of the proposer must be submitted to the City Project Administrator or appropriate email sent to [bidinfo@rialto.ca.gov](mailto:bidinfo@rialto.ca.gov). After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the proposal closing date and time.

Proposer agrees that failure on its part to list all cost components related to the service will not be accepted by the City as an acceptable justification to re-quote the proposal. Proposer acknowledges that the original proposal and costs provided stand. However, Proposer has the option of withdrawing a proposal at any time until closing date and time of RFP.

### ***Lowest Ultimate Cost and Best Overall Value to the City of Rialto***

A final contract will be awarded to the highest ranked competitively priced and qualified proposal. Although price is of prime consideration, it is not the sole determining factor. The City reserves the right to select the appropriate firm based on the most qualified proposal. The determination of the most qualified and most competitively priced proposal may involve all or some of the following factors: price, thoroughness of the proposal package, previous experience and performance; conformity to specifications; financial ability to fulfill the contract; ability to meet Specifications/ Scope of Work; terms of payment; compatibility, as required; number of sub-proposers the main Proposer may need to employ for outsourced work; other costs; and other objective and accountable factors which the City deems reasonable. The City reserves the right to select a Proposer to perform all of the work identified in the RFP, or only selected portions based on price and/ or other factors.

### ***Business License and Insurance Requirements***

The selected firm will be required to be licensed in accordance with Title 5 of the City of Rialto Municipal Code, entitled "Business Licenses and Regulations," within five (5) business days of award of contract. In addition, as outlined in the sample agreement, the successful proposer will be required to provide insurance naming the City of Rialto as an additional insured, etc.

### ***Proposals to Remain Open***

The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

### ***Signed Proposal and Exceptions***

Submission of a signed proposal will be interpreted to mean that the firm responding to this RFP has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Proposals, and any attached sample agreement. **Exceptions to any of the requirements contained in the RFP documents will not be accepted.** Exceptions to the City's standard Agreement terms and conditions, including insurance requirements, may be considered in the evaluation process; however, the City makes no guarantee that any such exceptions will be approved. Any exceptions to the standard Agreement must be identified in the submitted Proposal.

### ***Permits/ License***

It is the responsibility of the Proposer to provide any permits/ licenses which may be required of Local, State, or Federal regulations at no cost to the City.

### ***Most Favored Public Entity Pricing***

The prices charged against resultant contract shall not exceed those charged any other government agency. A current price list must be available in the Proposer's local office at all times for audit by the City.

### ***Price Changes***

Prices quoted shall remain unchanged for the duration of the resultant agreement, unless agreed upon by both parties.

### ***Safety***

All Consultant and sub consultants performing services for the City are required and shall comply with all Occupational and Health Administration (OSHA), State and County Safety and Occupational Health Standards, and any other applicable rules and regulations. Also all Consultants and sub consultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

## **PROPOSAL REQUIREMENTS**

### ***Background***

The Public Works Department administers a multi-year service agreement for annual on-call traffic signal maintenance and repair services. On May 25, 2010, the City Council last approved a multi-year contract, for a maximum term of five years, commencing July 1, 2010, through June 30, 2016.

The City temporarily extended those maintenance services on a month to month basis, in anticipation of this new Request for Proposals (RFP). This contract will expire on June 30, 2016. With this RFP, the City will implement a new contract for traffic signal maintenance and repair services. The City intends to award one contract for traffic signal maintenance and repair services with an initial term of one-year, with two one-year extensions upon approval of the Public Works Director and mutual consent of the selected Consultant, for a total maximum term of three years. The two proposed one year extensions are subject to satisfactory performance, additional negotiations and City Council approval.

### ***General***

The Contractor's proposal should describe the methodology to be used to accomplish each of the Project tasks. The proposal should also describe the work which shall be necessary in order to satisfactorily complete the task requirements.

If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, and presentations if requested. All proposals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.

### ***Schedule\****

Notice requesting Proposals posted and issued ..... Thursday, March 17, 2016  
Deadline for receipt of Questions ..... Thursday, March 31, 2016, 3:00 P.M.  
**Deadline for receipt of Proposals ..... Thursday, April 14, 2016, 3:00 P.M.**  
Short List / Interviews/ Technical & Cost Proposals (tentative)..... Monday, May 9, 2016  
Contract awarded by City Council (tentative)..... Tuesday, June 14, 2016

**NOTE: There will NOT be a pre-proposal conference for this procurement.**

**\*Dates above are subject to change.**

## **PROPOSAL INFORMATION**

Firms are requested to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated herein. **The proposals must be in an 8 ½ X 11 format, may be no more than a total of fifty (50) pages (sheets of paper, double sided is OK)**, including an organization chart, staff resumes and appendices, and cover letter. (A minimum font size of 10 points must be used). **NOTE:** Dividers, attachments included in this RFP to be submitted with the proposal, and Addenda acknowledgments do NOT count toward the 50 page limit. Interested firms shall submit **FIVE (5) copies (one marked "Original," plus four copies)** of its proposal by the deadline.



All proposals shall be sealed within one package and be clearly marked, **“REQUEST FOR PROPOSALS (RFP #16-025) CITY OF RIALTO TRAFFIC SIGNAL MAINTENANCE AND REPAIR SERVICES.”** Proposals not meeting the above criteria may be found to be non-responsive.

### **PROPOSAL EVALUATION CRITERIA/ CONTENTS**

Proposals must include written responses to the following evaluation criteria, following the format identified herein. A proposal that does not follow the required format, or that does not respond to the individual items specified below, may be rejected as non-responsive.

#### ***Approach and Understanding (25 Points)***

- A.1 Without reciting the information regarding the Project verbatim as contained in this RFP, convey an understanding of the intent of the Project and an understanding of the City’s expectations upon implementation of the Project.
- A.2 Provide a detailed scope of work identifying all tasks and sub-tasks required to successfully perform traffic signal maintenance and repair services for the City of Rialto. The outline of tasks and sub-tasks must be thorough and complete, and will be used as the scope of work included in the selected firm’s contract. Include detailed routine preventive maintenance task lists and recommended service intervals for traffic signal systems.
- A.3 Describe staffing levels and timeframe necessary for tasks described in the Scope of Work.
- A.4 Describe what process or system will be used to track and monitor the work.
- A.5 Describe the firm’s ability to adequately track individual employee’s activities such that monthly invoices for hours worked can be audited and verified.
- A.6 Identify “key” or “critical” issues that may be encountered on the Project based on the firm’s prior experiences; provide steps to be taken to ensure the issues do not affect the successful delivery of the Project.
- A.7 Describe or otherwise provide a copy of the training program used to meet and exceed the minimum training requirements. Identify if required training is administered in-house or the certified training facility used. Identify additional training provided that further develops and improves the overall qualifications of assigned staff.
- A.8 Describe or otherwise provide a copy of Drug Screening Policy implemented for mandatory drug testing of employees as a condition of initial employment, “post-incident” drug testing of employees involved in accidents or other reportable incidents, and “reasonable suspicion” drug testing.

#### ***Firm Qualifications (25 Points)***

- B.1 List the firm’s complete name, address, phone number, FAX number, contact person, E-mail address, and type of firm (individual, partnership, corporation or other). If a corporation, indicate the state the corporation was organized under. Identify the year the firm was founded and/or incorporated. Complete the required “Business Concerns Information” Form included as **Attachment “A”**.
- B.2 List the name and title of the firm’s principal officers with the authority to bind your company in a contractual agreement.
- B.3 Provide a description of the firm’s offices and facilities that will support the work. Include a listing of personnel assigned to those offices and facilities who would mostly likely be involved in work on this project.
- B.4 Provide a description of the firm’s ability to supply the types of equipment, components, and materials necessary to provide timely response to maintain and restore operation of the City’s traffic signal systems.
- B.5 Describe the firm’s background, qualifications, and experience with regard to the type of work required for the project.
- B.6 Provide a description of the management structure that will be used to provide services under this contract. Provide an organizational chart identifying all employees to be assigned to the contract, showing relationships between key personnel and support staff.

- B.7 Identify any subcontractors/ sub consultants, if any, by company name, address, contact person, telephone number, and assigned role under the proposed contract with the City. Describe the firm's experience working with each subcontractor identified, if any.
- B.8 Specifically explain why the firm is the most qualified firm to provide traffic signal maintenance and repair services to the City of Rialto.
- B.9 List five (5) former municipal clients for whom comparable services have been performed by the firm's employees within last five years. Include the name, mailing address, and telephone number of each client's principal representative.

***Staff Qualifications (20 Points)***

- C.1 List the name and qualifications of the key staff/ team members that will be assigned to the Project. Provide detailed qualifications of the Project Manager that will be assigned to the Project.
- C.2 List specific and relevant experience of key staff/ team members likely to be assigned to the Project. Include detailed project information including project description, project dates, local agency contact information, and other supporting information.
- C.3 Reporting relationships between the prime, subs and the City shall be delineated through an organization chart.

***Cost Proposal (20 Points)***

- D.1 Identify how the firm will propose to budget and allocate resources to provide traffic signal maintenance and repair services. Include a discussion of how requests for general and emergency repairs will be handled including anticipated response times.
- D.2 Provide a proposed fixed rate for routine preventive maintenance for traffic signals. For traffic signals, proposed fixed rates shall be specified on a per intersection basis and shall include detailed descriptions of the included maintenance work and recommended maintenance intervals. Based on the proposed fixed rate, recommended cycle, and the City's current signalized intersection list provide an estimate of the City's annual cost for routine preventive maintenance for traffic signals.
- D.3 Provide a cost proposal for traffic signal repair work that would not be considered part of routine preventive maintenance, i.e., emergency repair. Provide hourly labor rates, equipment rates, and percent markup for material costs. Rates shall include a description of all anticipated staff positions, and a listing of all equipment for which an hourly rate would be charged. Include hourly regular, overtime, and premium rates and a description of how the rates would be applied. Include a clear explanation of what the fees and rates include and a description of any exceptions.
- D.4 Estimated Costs and the Hourly Rate schedule for personnel and equipment shall be valid for at least one (1) year from the effective date of the contract. Prevailing wages will be included for all applicable personnel. Costs shall be provided for the 45 Day Maintenance Period, graffiti removal on traffic signal equipment, a CMU testing and certification program, and repair response within two hours for knock downs or other requested repairs.

***Project Schedule (10 Points)***

- E.1 List the capability of the firm to respond to requested repair response, knock downs, graffiti removal, to provide for the City's 45 day maintenance period and for CMU testing and certification. First Responder shall arrive at the trouble location within two (2) hours.
- E.2 Provide a thorough project schedule identifying all tasks and sub-tasks identified in the detailed scope of work submitted with the Proposal, showing a schedule to deliver the Project in consideration of all reasonable and expected time frames necessary to coordinate the Project. Proposers shall assume a Notice to Proceed date of **July 1, 2016**, and the schedule must address how the proposer intends to cover full maintenance and repair responsibilities for each of the City's 84 traffic signals and traffic control devices (number subject to change) within the Forty Five (45) day maintenance cycle.

**Note: Firms should not simply restate the information contained in this RFP; the evaluation criteria requires that the proposal identify "critical issues" to the Project, identify an approach to resolving any**

**critical issues, and otherwise provide additional information regarding the Project which supports the firm's ability to perform if selected.**

In addition to the above information, each Proposer's proposal package must include the following:

- a. A completed copy of the Business Concerns Information form (**Attachment "A"**).
- b. A completed copy of the Certification and Acknowledgement of Addenda form (**Attachment "B"**).
- c. A completed copy of the Non-collusion Affidavit form (**Attachment "C"**).
- d. A completed copy of the Debarment and Suspension Certificate (**Attachment "D"**).
- e. If applicable, a complete listing of any exceptions taken to the RFP, addenda, and the attached draft Services Agreement (**Attachment "E"**).
- f. A completed copy of the Routine Preventive Maintenance, and Extraordinary Maintenance Cost Schedules (**Attachment "F"**). As applicable, these schedules include the Proposer's labor and equipment rates, and allow for a maximum 15% percent markup for materials. If the markup is different (lower), contractor shall so identify. Rates shall include a description of all anticipated staff positions and a listing of all equipment for which an hourly rate will be charged. Include hourly regular, overtime, and premium rates and a description of how the rates are applied. Proposer shall include a clear explanation of what the fees and rates include and a description of any exceptions.
- g. The Proposer shall possess a **valid Class C-10 Contractor's license** and include a copy with the proposal.
- h. A compact disc ("CD") containing the **Work Proposal** in both Microsoft Word (\*.doc) and Adobe Acrobat (\*.pdf) formats.

### **Addenda**

If the City of Rialto initiates a change, modification or addition to this Request for Proposals, the change will be made by written addendum. All addenda shall be incorporated into the terms and conditions of any resulting purchase order. The City will not be bound to any modifications to or deviations from the RFP resulting from an oral instruction.

The Proposer shall be responsible for determining if addenda have been issued related to the RFP. The Proposer shall acknowledge receipt of addenda on the applicable form included within this RFP.

Addenda will be posted at the link below at least three (3) working days prior to the submittal deadline.

Dropbox link: <https://www.dropbox.com/home/rfp%2016-025%20traffic%20signal%20maintenance%20services>

The Proposer may also make a pre-proposal inquiry to determine if any addenda have been issued.

### **Deadline for Submission of Proposals**

Proposers are solely responsible for ensuring that their proposals are received by the City in accordance with the solicitation requirements, before submittal deadline, and at the place specified. The City shall not be responsible for any delays in mail, or by common carriers, or by transmission errors, or delays, or mistaken delivery. Delivery of proposals shall be made at the office specified in the Request for Proposals. Deliveries made before the submittal deadline, but to the wrong City office, will be considered non-responsive unless re-delivery is made to the office specified before the submittal deadline. The City reserves the right to extend the submittal deadline when it is in the best interest of the City. Proposals may NOT be submitted by email or facsimile, unless otherwise specified herein. To be considered for award, each proposal shall be made on forms furnished by the City, and shall be signed by an authorized representative of the Proposer.

All proposals must be received in the City of Rialto, Public Works – Engineering **by 3:00 P.M., Thursday, April 14, 2016.** Proof of receipt before the deadline is a City of Rialto, Public Works - Engineering time/date stamp. It is the responsibility of the firms replying to this RFP to see that any proposal sent through the mail, or via any other delivery method, shall have sufficient time to be received by the Purchasing Division prior to the proposal

due date and time. Late proposals will be returned to the firm unopened. **Proposals shall be clearly marked and identified and must be submitted to:**

**City of Rialto  
Public Works - Engineering  
335 West Rialto Avenue  
Rialto, CA 92376  
Attn: Robert Eisenbeisz, Director Public Works**

### ***Questions***

Firms, their representatives, agents or anyone else acting on their behalf are specifically directed **NOT** to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this RFP other than as directed below. **Contact with anyone other than as directed below may be cause for rejection of a proposal.**

Any questions, technical or otherwise, pertaining to this RFP **must be submitted IN WRITING and directed ONLY to:**

Bid Info  
City of Rialto  
150 S. Palm Ave.  
Rialto, CA 92376  
Fax: (909) 421-7210  
via EMAIL: [BidInfo@rialtoca.gov](mailto:BidInfo@rialtoca.gov)

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP. **The deadline for all questions is 3:00 P.M., THURSDAY MARCH 31, 2016.** Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda via Public Works - Engineering will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

### ***Form of Agreement***

The selected firm will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of Rialto in accordance with the City's standard Professional Services Agreement (see draft as **Attachment "E"**). Requested changes to the Professional Services Agreement may not be approved, and the selected firm must ensure that the attached document will be executed.

Failure or refusal to enter into an Agreement or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award.

### **PROPOSAL SELECTION PROCESS**

An Evaluation Committee, using evaluation criteria identified within this RFP, will evaluate all responsive proposals to this RFP. The Committee will use a combination of a Qualifications Based Selection and Cost Based (Price) Selection to select a firm to provide the services requested by this RFP. The Committee may request, if desired by City, formal presentations/ interviews from short listed firms at a future date of which the format and presentation evaluation criteria shall be provided at the time of short listing. **Participation in any phase of this RFP process, including the interview phase if conducted, is at the sole expense of the firms replying to this RFP.** The City shall NOT be responsible for any costs incurred by any firm in response to, or participation in, this RFP.

This solicitation has been developed in the "Request for Proposals" (RFP) format. Accordingly, firms should take note that the City will consider multiple criteria in selecting the most qualified firm. Price is a component of the evaluation process, and represents 20% of the overall evaluation score. Cost proposals shall be submitted on the Proposal Pricing Form (Attachment "F," included in the RFP). A contract will be negotiated on the basis of the Proposal, and in consideration of reasonable project cost, time and scope requirements. Should successful negotiations not occur with the highest ranked firm, the City may, at its sole discretion, choose to enter into negotiations with the second highest ranked firm, and so on.

#### ***Award of Contract***

It is the City's intent to award a contract to the firm that can provide all of the services identified in the RFP document. **However, the City reserves the right to award a contract to multiple Respondents or to a single Respondent, or to make no award, whichever is in the best interest of the City.** The City reserves the right to accept or reject any or all responses received in reply to this RFP; reject or cancel in part or in its entirety this request for proposal. It is anticipated that award of the contract will occur at the next regularly scheduled City Council meeting after the evaluation committee has made its final selection of the firm to be recommended for award and a contract has been negotiated and agendized for consideration. The decision of the City Council will be final.

### **SCOPE OF WORK**

#### ***General Requirements***

The selected Consultant shall provide the City of Rialto with timely maintenance and repair of its traffic signal systems. The work will include the following:

1. General and emergency repair of the City's traffic signal systems.
2. Routine preventative maintenance and repair of the City's traffic signal systems.

#### ***General and Emergency Repair of the City's Traffic Signal Systems***

General repair includes diagnostics and repairs necessary to provide safe and efficient operation of the traffic control systems. Work shall include provisions for all required materials, tools, equipment, labor and incidentals. General repairs are those repairs made during normal City business hours and typically include repair work identified during preventive maintenance inspections and thorough reports of damaged or malfunctioning equipment.

Emergency repairs are those repairs typically made outside of normal City business hours (non-business hours are considered as during night time and on weekends). Work shall include provisions for all required materials, tools, equipment, labor and incidentals. Emergency repairs are typically limited to those repairs needed to restore safe conditions for drivers and pedestrians. Work required to restore full function and efficiency should be scheduled to be conducted during normal work hours as part of general maintenance and repair.

The selected Consultant shall provide general and emergency repair of the City's traffic signal systems. Work shall include as needed repair and/ or replacement of all components of the traffic signal system, including but not limited to, signal standards and foundations, mast arms, conduit and conductors, pull boxes, splice insulation, bonding and grounding, electrical service equipment and enclosures, pedestrian standards, controller cabinet pedestals, conductors and cable, controllers and cabinets, traffic signal faces and fittings, pedestrian signal sections, signal mounting assemblies, detectors, pedestrian push button assemblies, lamps, LED's, battery backup, radio and hardware, and interconnects. For a list of the City's Signalized Intersections see **Attachment "G."**

#### ***Routine Preventive Maintenance (Traffic Signal Systems)***

Routine preventive maintenance includes that work described in the Routine Preventive Maintenance subsection contained herein.

The Consultant shall provide routine preventive maintenance of the City's traffic signal systems on a Forty Five (45) day cycle (return frequency). The City currently has 84 operational signalized intersections (additions may occur on an unscheduled basis). The work shall include provisions for all required materials, tools, equipment, labor and incidentals. In addition to task items described below, routine preventive maintenance shall include that work common to the industry, and work specified by the equipment manufacturer's maintenance manuals. Routine preventive maintenance will be paid on fixed-fee, per intersection, per Forty Five (45) day cycle basis. See **Attachment "F."**

### ***Routine Preventive Task List***

At minimum, the contractor will be responsible to do the following routine preventive maintenance on a forty five (45) day return frequency:

Cabinet Exterior: Remove unauthorized signs, stickers, and posters that can be easily removed. Items that cannot be readily removed and graffiti shall be reported to the City. Check cabinets for signs of deterioration and damage to exterior coatings. Repair damaged coatings using wire brush, primer, and matching paint.

Controller Cabinet Mounting: Check the snugness of the nuts on the cabinet anchor bolts, tighten, if necessary, being sure not to distort the cabinet door opening by over tightening.

Controller Cabinet Foundation Seal: Check the seal between the bottom of the cabinet and the foundation for deterioration. If standing water or evidence of water is present inside the bottom of the controller cabinet, reseal as necessary, and ensure there is a weep hole at the lowest point to allow moisture in the cabinet to seep out.

Standards/Poles and Mast Arms: Inspect standards/poles and mast arms for damage and proper alignment. Report damage to the City. Equipment found to be out of alignment shall be properly aligned. Inspect anchorage and hand hole cover plates. Tighten loose fasteners. Replace missing nuts, screws, and washers.

Door Gaskets: Check all door gaskets on the controller cabinet, service cabinet, and any other enclosures for evidence of moisture or deterioration. Replace any gaskets showing signs of leaking or deterioration.

Cabinet Vents: Check the vents in both the cabinet door and above the door, or at the top of the cabinet to ensure that they are free of any foreign material.

Air Filter: Take appropriate action to clean air filters. Replace damaged air filters.

Cabinet Fan: Verify that the cabinet fans operate properly with a minimum of noise.

Thermostat: Verify that the cabinet fan thermostat is set at 95 degrees Fahrenheit.

Interior Light: Verify the proper operation of the cabinet's interior light.

Door Panel Harnesses: Check the harnesses leading from the main panel and auxiliary panels on the cabinet door to ensure they are not being pinched and do not bind against the cabinet door. Adjust, if necessary.

Hinges and Locks: Check for free movement of all doors, latching assemblies, and locks on the controller cabinet, service cabinet and any other enclosures. Use a minimum of oil or spray lubricant and remove any excess.

Vacuum Cabinet: Blow or brush off shelves, terminal blocks and components and thoroughly vacuum the interior of the cabinet, including the police panel.

Police manual control: inspect for proper operation.

Insect or Rodent Infestation: Check for signs of ants, wasps, other insects, or rodents within the cabinet. Take appropriate steps to eliminate infestation. Report cases of serious infestation to the City.

Cabinet Grounding: Using appropriate equipment, check annually the resistance between AC and Ground in the controller cabinet.

Service Connections: Verify that the neutral, ground, and power connections are secure in the controller and service cabinets.

Plug-In Components: Check that each plug-in component (rack mount detectors, relays, load switches, etc.) fits tightly and securely in its socket.

Terminal Connections: Check that terminal connections are adequately secured. Retighten as needed.

Ground Fault Receptacle: Verify proper operation of “Test” and “Reset” buttons on Ground Fault Circuit Interrupter (GFCI) type receptacles.

Intersection Records: Ensure that all intersection “As-Built” plans, cabinet wiring diagrams, equipment operations manuals, controller data timing sheets, log book, and Intersection Maintenance Log Sheet(s) are correct and located inside the cabinet. Contact the City to obtain any missing items.

Controller Operation: Manually place vehicle and pedestrian calls on each phase through the cabinet test switches or the controller key pad to verify controller servicing of each active phase. Check controller logs for any faults that have occurred and take note for the file. Verify that signal timing is current with timing sheet in cabinet. Confirm controller time and dates are correct. Adjust all controller clocks within 48 hours of time changes related to Daylight Saving Time.

Conflict Monitor / Malfunction Management Unit (CMU/MMU): Verify that the time clock and date are correct in all Controller Monitor Units and Malfunction Management Units (CMU/MMU) at all signal cabinets. CMU/MMU shall be tested annually with the use of an automated testing device. Test results shall be printed and a copy maintained in the signal cabinet. A second copy of test results shall be provided to the City within thirty (30) days of testing. The printed test report shall include, at a minimum, the following information: type of monitor tested and test date; agency identification including manufacturer, model, and serial number; related test information including operator, test site, and intersection location; and monitor verification with a description of the type of tests performed and conditions found (i.e., failure or non-failure). Testing (type of tests conducted) shall be noted in the routine maintenance log.

Detector Operation (inductive loops): Verify that detector loop cables are correctly identified, connected to the correct vehicle detector field interface terminals, and that the correct detector indicates a call. Verify that a call is placed on the correct detector input, and that the input places a call on the correct controller phase. Check detector loops for sealant deterioration, exposed wire, and damage.

Detector Operation (video/ radar detection): Verify camera/ radar operation by monitoring the vehicle call on the video/ radar controller unit. Also verify the calls going to the detector call page in the controller. Clean video detection camera lenses. Verify that detection zones are properly positioned/setup for intended movement(s). Verify that detection system software has been properly updated.

Equipment Displays and Indicators: Verify that LED and LCD displays and indicators on all cabinet equipment (controller, CMU, load switches, flasher, etc.) are working properly.

Pre-Emption Devices: Test pre-emption devices for proper operation.

System Telemetry: Check operation of telemetry on controller display and phone modem/Cell/Code Division Multiple Access (CDMA), if equipped, located in the cabinet. Report any malfunction immediately.

Battery Back-Up System: Check display for Alternating Current (AC) input, Uninterruptible Power Supply (UPS) Output, and Inverter indications. All indications should be on when utility power is supplied to the cabinet. Check battery level and load level displays. Make note if either is out of range. Check battery connections to ensure they are clean and secure. Check amperage. Keep record of events recorded and total battery run time between maintenance checks to help indicate problem intersections. Notify the City when the battery backup system (BBS) is no longer functioning.

Safety Lighting (Night Check): Conduct night time check of safety lights, metro signs and illuminated street name signs at signalized intersections where such devices exist. Submit to the City for approval a report listing necessary repairs with cost estimates.

Signal Heads: Verify that all vehicle and pedestrian signal heads properly display all indications and that signals are not damaged. Verify alignment of all heads to the intended direction and correct alignment if needed. Verify all back plates, visors, and doors are visibly secure; adjust if needed. Clean signal lenses, when necessary. Report damaged or missing equipment to City. Report shall include cut sheets for proposed equipment replacements, equipment/material cost estimate, and labor cost estimate.

Pedestrian Equipment: Check all pedestrian push buttons, hand hole covers and signals by hand to ensure that they are securely mounted and operating properly.

Internally Illuminated Street Name Signs (IISNS): Check that Internally Illuminated Street Name Signs (IISNS) are adequately secured. Secure loose connections to frames, clamps, and brackets. Report damaged or missing sign panels.

Signal-Mounted Signs and Devices: Check that signal-mounted signs and devices are adequately secured and aligned. Secure loose connections to frames, clamps, and brackets. Adjust alignment as needed. Report damaged or missing signs and devices.

Pull Boxes: Check that pull box covers are adequately secured. Secure covers as needed. Replace damaged or missing covers.

Communications system: check for proper operation. Report shall include cut sheets for proposed equipment replacements, equipment/material cost estimate, and labor cost estimate.

Inventory List: Maintain an inventory list of the equipment in the controller cabinet at each location (each intersection). The inventory list shall include the model, manufacturer, serial number, and quantity of each piece of equipment and installation date. **The inventory list shall be continually updated and electronic and hard copies of both, in matrix format, shall be furnished to the City every six months.**

Graffiti Removal on Equipment: Provide for weekly graffiti removal of all identified graffiti places on signal equipment. The City provides the cleaning materials and the oil for resealing the raw aluminum finish on cabinets and enclosures that are not painted.

Annual Conflict Monitor Testing: Replace conflict monitor units and malfunction monitor units (CMU's, MMU's) with a spare unit and submit the monitors for testing and certification. Ten (10) monitors shall be replaced and the originals submitted for testing and certification on a rotating basis every 12 month contracting period. Printed certifications meeting industry standards shall be provided to the City for each monitor unit.

Preventive Maintenance Checklist Form: Maintain a copy of the Preventive Maintenance Checklist Form approved by the City at each intersection. The checklist shall be completely filled out during each routine maintenance inspection and during any time repairs are made to the controller or any related equipment in the



controller cabinet or the signal equipment at the intersection (detector loops, pedestrian heads, signal heads, lenses, lamps, and signal poles, etc.).

Preventive Maintenance Checklist--electronic: Maintain a computerized MS Excel file of the Preventive Maintenance Checklist for each intersection. The electronic checklist shall be completely filled out during each routine maintenance inspection and during any time repairs are made to the controller or any related equipment in the controller cabinet or the signal equipment at the intersection (detector loops, pedestrian heads, signal heads, lenses, lamps, and signal poles, etc.). The completed MS Excel matrix shall be electronically submitted once every forty five (45) days, to the City, per intersection, for each intersection.

### ***Emergency Repair Authorizations***

Emergency repairs are those repairs typically made outside of normal City business hours (night time and weekends). Such repairs shall be authorized by the City's Director of Public Works, or designee, and may be approved via simple phone call (with email summary by contractor immediately after repair is accomplished). Work shall include provisions for all required materials, tools, equipment, labor and incidentals. Emergency repairs are typically limited to those repairs needed to restore safe conditions for drivers and pedestrians. Work required to restore full function and efficiency should be scheduled to be conducted during normal work hours as part of general maintenance and repair.

### ***Technical Requirements for Contractor Maintenance Personnel***

To further meet City standards for optimal signal operations, the City requires the contractor to provide a skilled technician to complete a checklist of tasks at each intersection on a 45-day rotating schedule. The technician should meet or exceed the following qualifications.

- A. Level two certification by International Municipal Signal Association (IMSA).
- B. Certified by Econolite on TS2 Type 1 – 2 cabinets.
- C. Ability to interpret blueprints and wiring schematics at aid in cabinet fault diagnostics.
- D. Familiar with new and existing TS2 standards.
- E. Proficient in programming and operations of ASC/2 - 2100 and ASC/2 – 1000 controllers & related equipment.
- F. Proficient in the programming of CMU and MMU.
- G. Familiar with hardwire and wireless communications technology including troubleshooting, installation and adjustment of external and internal modems.
- H. Familiar with operation and diagnostics of Autoscope Machine Vision Vehicle Detection System
- I. Detailed knowledge of operation of the Clary Battery Back-up System to include installation, programming and testing procedures. Ability to perform cabinet modifications and up-grades, when necessary.
- J. Maintain a current Electrical Sign License (C-45) as issued by the California Department of Consumer Affairs, Contractors State License Board.

### ***Traffic Signal Repair and Recordkeeping***

The qualified firm shall be able to provide the City of Rialto with certified signal equipment to be used on an on call basis until City equipment can be furnished. The firm must have the resources and abilities to install various signal poles and controller cabinets. The firm shall be well versed with the services required at all levels of signal repair. The scope of services may include but not be limited to the following:

- A. Provide Econolite TS2 certified equipment for on call basis use. Equipment may include but not be limited to the following: Signal Controllers, 24VDC Power Supply, MMU's/CMU's, Flash Transfer Relays, Load Switches, Detectors, Autoscope Video Processors, Autoscope Solo Pro Units, BIU's, etc.
- B. Perform installation(s) of knockdown replacement signal equipment including signal poles ranging from type 1A to type 29A. Also install controller cabinets, and coordinate with Edison for any necessary services.

- C. Perform overhead maintenance on safety lighting, traffic signals, street name and regulatory signs, video detection cameras and Opticom systems.
- D. Provide support for underground maintenance including conduit repair or replacement, wire inspection and installation; interconnect installation and marking of wire and conduit.
- E. Coordinate with assigned Public Works staff on the technical issues requiring immediate attention.
- F. Prepare and keep records and necessary maintenance documentation derived from routine maintenance inspection and testing.
- G. Maintain accurate and up-to-date documentation in the form of daily reports and/or pictures.
- H. Prepare punch list items and follow through with City Traffic Engineer or assigned Public Works staff to ensure successful completion.
- I. Contractor will be required to provide timely billing which will include detail documentation of work performed with all invoices.

CITY OF RIALTO  
REQUEST FOR PROPOSAL #16-025  
**Scope of Work**  
**Business Concerns Information**  
**Attachment "A"**

The Proposer shall furnish the following information. Additional sheets may be attached, if necessary.

- (1) Name/ Title: \_\_\_\_\_
- (2) Address: \_\_\_\_\_
- (3) Address: \_\_\_\_\_  
(If different than mailing address)
- (4) Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_
- (5) Cell No. \_\_\_\_\_
- (6) E-Mail: \_\_\_\_\_
- (7) Type of Firm: (Check all that apply)  
\_\_\_\_ Individual      \_\_\_\_\_ Partnership      \_\_\_\_\_ Corporation  
\_\_\_\_ Minority Business Enterprise (MBE)      \_\_\_\_\_ Women Business Enterprise (WBE)  
\_\_\_\_ Small Disadvantaged Business (SDB)      \_\_\_\_\_ Veteran Owned Business  
\_\_\_\_ Disabled Veteran Owned Business      \_\_\_\_\_ Other
- (8) Business License: \_\_\_\_ Yes    \_\_\_\_ No    License Number: \_\_\_\_\_
- (9) Tax Identification Number: \_\_\_\_\_
- (10) Contractors State License No. : \_\_\_\_\_ Classification(s) \_\_\_\_\_
- (11) Contractor's DIR Registration No. : \_\_\_\_\_
- (12) Proposer's Dunn and Bradstreet Number (if applicable): \_\_\_\_\_
- (13) Number of years as a contractor in construction work of the type: \_\_\_\_\_

CITY OF RIALTO  
REQUEST FOR PROPOSAL #16-025  
**Scope of Work**  
**Certification and Acknowledgement of Addenda**  
**Attachment "B"**

The undersigned hereby offers and agrees to furnish the goods and services in compliance with all the service level requirements, instructions, specifications, and any amendments contained in this RFP document and any written exceptions in the offer accepted by the City.

This Proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; and the proposer has not in any manner sought by collusion to secure for themselves an advantage over any other proposer.

Each proposal must be signed on behalf of the proposer by an officer authorized to bind the proposer to the proposal. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and I agree to the terms and conditions in this proposal.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City      State      Zip Code

\_\_\_\_\_  
Title

\_\_\_\_\_  
City of Rialto      License Number

\_\_\_\_\_  
Date

The Proposer hereby acknowledges receipt of and agrees this submittal is based on the RFP and the following addenda. Failure to indicate receipt of addenda may result in the proposer being rejected as non-responsive.

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

(If additional addenda are issued, attach a complete listing of these addenda when submitting this proposal.)

CITY OF RIALTO  
REQUEST FOR PROPOSAL #16-025  
**Scope of Work**  
**Non-collusion Affidavit**  
**Attachment "C"**

State of California                    )  
County of \_\_\_\_\_) SS.

\_\_\_\_\_being first duly sworn, deposes and says that he or she  
\_\_\_\_\_ is of \_\_\_\_\_the party making the foregoing  
proposal that such proposal is not made in the interest of or on behalf of any undisclosed person,  
partnership, company, association, organization or corporation; that the proposer has not directly  
or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has  
not directly or indirectly colluded, conspired, connived, or agreed with any proposer or any one  
else to put in sham proposal, or that anyone shall refrain from proposing; that the proposer has  
not in any manner, directly or indirectly, sought by agreement, communication or conference with  
anyone to fix the proposal price of said proposer or of any other proposer, or to fix any overhead,  
profit, or cost element of the proposal price, or of that of any other proposer, or to secure any  
advantage against the public body awarding the contract of anyone interested in the proposed  
contract; that all statements contained in the proposal are true; and, further, that said proposer  
has not directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the  
contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee  
to any corporation, partnership, company association, organization, proposal depository or to any  
member or agent thereof, to effectuate a collusive or sham proposal."

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signed at (Place)

\_\_\_\_\_  
Proposer Name  
(Person, Firm, Corp.)

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Representative's Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Representatives' Title

CITY OF RIALTO  
REQUEST FOR PROPOSAL #16-025  
**Scope of Work**  
**Debarment and Suspension Certification**  
**Attachment "D"**

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

Consultant Name: \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name & Title)

Attachment "E"  
**DRAFT SAMPLE SERVICES AGREEMENT**  
**BETWEEN THE CITY OF RIALTO AND**  
**(NAME OF VENDOR)**

THIS SERVICES AGREEMENT (herein "Agreement") is made and entered into this (Date) day of (Month), 2016 by and between the City of Rialto, a municipal corporation ("City"), and (Vendor Name), a (State) ("Consultant"). City and Consultant are sometimes individually referred to as "Party" or collectively as "Parties".

**RECITALS**

A. City has sought, by issuance of a Request for Proposal or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Following the submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, Consultant was selected by the City to perform those services.

C. Pursuant to Chapter 2.48 of the Rialto Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for the performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.**

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement for City to enter into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, it meets all local, state, and federal requirements in performing the services, and it is experienced in performing the work and

services contemplated herein. Consultant shall at all times faithfully, competently, and to the best of its ability, experience, and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

#### 1.2 Consultant’s Proposal.

This Agreement shall include the Request for Proposal or Invitation for Bids (“Contract Documents”), and the Scope of Services shall include Consultant’s scope of work or Consultant’s accepted bid proposal (“Accepted Bid”). The Contract Documents and Accepted Bid shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the Contract Documents, Accepted Bid, and/or this Agreement, the terms of this Agreement shall govern.

#### 1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, state, or local governmental entity having jurisdiction in effect at the time service is rendered.

#### 1.4 Licenses, Permits, Fees, and Assessments.

Consultant shall obtain, at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend, and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City hereunder.

#### 1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. If Consultant discovers any latent or unknown conditions that will materially affect the performance of the services hereunder, then Consultant shall immediately inform the City of such fact and shall not proceed except at City’s risk until written instructions are received from the Contract Officer.



#### 1.6 Care of Work.

Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof, to prevent losses or damages, and shall be responsible for all such damages to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

#### 1.7 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, *et seq.* and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 1600, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. It is the understanding of City and Consultant that the Prevailing Wage Laws do not apply to this Agreement because the Agreement does not involve any services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder. Contractor shall defend, indemnify, and hold City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

#### 1.8 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless specified in this Agreement, neither Party shall be responsible for the service of the other.

#### 1.9 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work or change may be undertaken unless a written order is first given by the Contract Officer to the Consultant, describing in detail the extra work or change and the reason(s) therefor and incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work or change, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or an amount not to exceed a total contract sum of Fifteen Thousand Dollars (\$15,000), whichever is less, or any increase in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. Payment for additional services rendered by Consultant under this Agreement requires the submission of the actual costs of Consultant's performance of the extra work with the invoice(s) for the extra work

claim(s), as provided in Section 2.4. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

No claim for an adjustment in the contract amount or time for performance shall be valid unless the procedures established in this Section are followed.

#### 1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

### **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT**

#### 2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed (Dollar Amount Written Out) Dollars (\$\_\_\_\_\_) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

#### 2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum; or (iv) such other methods as may be specified in the Schedule of Compensation.

#### 2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is

required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

#### 2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City may independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission.

#### 2.5 No Waiver.

Review and payment by City to Consultant of any invoice for work performed by Consultant pursuant to this Agreement shall not be deemed a waiver of any defects in work performed by Consultant or of any rights or remedies provided herein or any applicable law.

### **ARTICLE 3. PERFORMANCE SCHEDULE**

#### 3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

#### 3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively, pursuant to Section 1.9.

### 3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer shall extend the time for performance in accordance with the procedures set forth in Section 1.9. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

### 3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

## **ARTICLE 4. COORDINATION OF WORK**

### 4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

\_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

It is expressly understood that the experience, knowledge, capability, and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the

Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or subcontractor of Consultant, Consultant shall, immediately upon a Reassign Notice from City of such desire of City, reassign such persons or persons.

#### 4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care, or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

#### 4.3 Contract Officer.

The Contract Officer shall be the City Administrator or other such person designated by the City Administrator. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Administrator, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

#### 4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any

manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

#### 4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

### **ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS**

#### 5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees, and agents of City:

(a) Comprehensive General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury, and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the Consultant and the City against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount

not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## 5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees, and agents as additional insureds, and any insurance maintained by City or its officers, employees, or agents shall apply in excess of, and not contribute with, Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees, and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any Party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned,

leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

### 5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations, or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), arising from Consultant's reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant, or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations



or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers, agents, or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness, or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

#### 5.4 Sufficiency of Insurer or Surety.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager Consultant.

### **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

#### 6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services.

Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest.

## 6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

## 6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

## 6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 California Law.**

This Agreement shall be interpreted, construed, and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, Eastern Division.

### **7.2 Disputes; Default.**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any

work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

### 7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

### 7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

### 7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

#### 7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

#### 7.7 Liquidated Damages

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, Consultant and its sureties shall be liable for and shall pay to City the sum of (Written Out Dollar Amount) (\$\_\_\_\_\_) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

#### 7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

#### 7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City

shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

#### 7.10 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

### **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

#### 8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

#### 8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

#### 8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, or other protected class.

#### 8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

### **ARTICLE 9. MISCELLANEOUS PROVISIONS**

#### 9.1 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing of City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to computer, long distance telephone, network data, internet, or other communication charges, vehicles, and reproduction facilities.

#### 9.2 Payment of Taxes.

Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any federal and state taxes.

#### 9.3 Notices.

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3)

business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

If to City:                   City of Rialto  
                                  150 S. Palm Ave.  
                                  Rialto, CA 92376  
                                  Attn: City Administrator  
                                  Tel: (909) 820-2525  
                                  Fax: (909) 820-2527

With copy to:               Aleshire & Wynder, LLP  
                                  18881 Von Karman Ave., Suite 1700  
                                  Irvine, CA 92612  
                                  Attn: Fred Galante, City Attorney  
                                  Tel: (949) 223-1170  
                                  Fax: (949) 223-1180

If to Consultant:          (NAME)  
                                  (Address)  
                                  Tel:  
                                  Fax:

With copy to:               (NAME)  
                                  (Address)  
                                  Tel:  
                                  Fax:

Either Party may change its address by notifying the other Party of the change of address in writing.

#### 9.4 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

#### 9.5 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

#### 9.6 Integration; Amendment.



This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.7 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF RIALTO, a municipal  
corporation

\_\_\_\_\_  
Deborah Robertson, Mayor

**ATTEST:**

\_\_\_\_\_  
Barbara A. McGee, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Fred Galante, City Attorney

**CONSULTANT:**

**(CONSULTANT NAME)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Two signatures are required if a corporation.

VENDOR

By \_\_\_\_\_ (Vendor Name), a (State) corporation

\_\_\_\_\_  
Firm/Company Name

By: \_\_\_\_\_

Signature (notarized)

By: \_\_\_\_\_

—

Signature (notarized)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(This Agreement must be signed in the above space by one of the following: Chairman of the Board, President or any Vice President)

(This Agreement must be signed in the above space by one of the following: Secretary, Chief Financial Officer or any Assistant Treasurer)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of \_\_\_\_\_

County of \_\_\_\_\_ ss

State of \_\_\_\_\_

County of \_\_\_\_\_ ss

On \_\_\_\_\_

before me, \_\_\_\_\_

personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary

\_\_\_\_\_

Notary Seal:

On \_\_\_\_\_

before me, \_\_\_\_\_

personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary

\_\_\_\_\_

Notary Seal:

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

- I. Consultant will perform the following Services:
  - A.
  - B.
  - C.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
  - A.
  - B.
  - C.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:
  - A.
  - B.
  - C.
- IV. A46II work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- V. Consultant will utilize the following personnel to accomplish the Services:
  - A.
  - B.
  - C.

**EXHIBIT “B”**

**SPECIAL REQUIREMENTS**

**(Superseding Contract Standard Language)**

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

- I. Consultant shall perform the following tasks at the following rates:

RATE   TIME   SUB-BUDGET

A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
D.	_____	_____	_____	_____

- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.
- IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:
- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
  - B. Line items for all materials and equipment properly charged to the Services.
  - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
  - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. The total compensation for the Services shall not exceed \$\_\_\_\_\_ as provided in Section 2.1 of this Agreement.
- VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer and the City Attorney's office.
- II. Consultant shall deliver the following tangible work products to the City by the following dates.
  - A.
  - B.
  - C.
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.



CITY OF RIALTO  
REQUEST FOR PROPOSAL #16-025

Proposal Bid Sheet

Routine Preventive Maintenance & Extraordinary Maintenance Cost Schedules  
Attachment "F"

INTERCONNECT, FLASHING BEACONS, INTERNALLY  
ILLUMINATED STREET NAME SIGNS, SAFETY LIGHTS AND CCTV CAMERAS

Routine Traffic Signal maintenance shall occur on a Forty Five (45) day return frequency; meaning, all City owned and maintained traffic signal systems shall be maintained and repaired once every Forty Five (45) days.

Item No.	Item Description	Unit Quantity	Unit Price	Total Price 45 Day return freq.)
1	Routine inspection, preventive maintenance, and repairs of traffic signals. Per intersection, every Forty Five days:	84 Traffic Signals	\$ Each	\$
2	Routine inspection, preventive maintenance, and repairs of flashing beacons Per location, every Forty Five days:	TBD Beacons locations	\$ Each	\$
3	Routine inspection, preventive maintenance, and repairs of safety lights Per light, every Forty Five days:	TBD Lights	\$ Each	\$
4	Routine inspection, preventive maintenance, and repairs of illuminated street name signs Per sign, every Forty Five days:	TBD ISNS	\$ Each	\$
5	Routine inspection, preventive maintenance, testing, and repairs of CCTV installations Per location, every Forty Five days:	TBD Locations	\$ Each	\$
TOTAL PROPOSAL AMOUNT FOR ROUTINE MAINTENANCE ON A FORTY FIVE DAY RETURN FREQUENCY:				\$
TOTAL PROPOSAL AMOUNT FOR ROUTINE MAINTENANCE ON A FORTY FIVE DAY RETURN FREQUENCY, WRITTEN IN WORDS: _____				

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract; this includes rejected material not unloaded from vehicles, material rejected after it has been placed and material placed outside marked limits of work. No compensation will be allowed for disposing of rejected or excess material.

Contractor shall note that the Award, if any, of this contract will be to the most responsible bidder per the selection criteria. The City reserves the right to reject all bids. In case of discrepancy between unit and total price, the unit price shall prevail.

## CITY OF RIALTO

## REQUEST FOR PROPOSAL #16-025

**Proposal Bid Sheet**

## Routine Preventive Maintenance &amp; Extraordinary Maintenance Cost Schedules

**Attachment "F," Cont.--EXTRAORDINARY MAINTENANCE**

The description of extraordinary maintenance is provided per the provisions of the scope of work.

1.	Labor	Regular Time	Overtime
	Signal Maintenance Superintendent	\$	\$
	Signal Maintenance Technician	\$	\$
	Field Traffic Signalman	\$	\$
	Laborer	\$	\$
	Painter	\$	\$
	Engineering Technician	\$	\$
	Interconnect/ Communications Specialist	\$	\$
	Graffiti Remover	\$	\$
	Re-lamper	\$	\$
	Laboratory Technician	\$	\$
	Fiber Optic Specialist	\$	\$
2.	Equipment	Rate Per Hour	
	Flex Lift (Hydraulic Boom)	\$	
	Pickup Truck/ Van	\$	
	Service/ Utility Truck	\$	
	Service Ladder Truck	\$	
	Boom Ladder Truck (Man Lift)	\$	
	Concrete Saw and Water Truck	\$	
	Crane	\$	
	Arrow Board (per Day)	\$	
	Compressor with Tools	\$	

City shall pay to the contractor for materials used in extraordinary maintenance, the contractor's cost from the supplier plus not-to-exceed 15% mark-up. Contractor shall provide to the Director of Public Works copies of the supplier's actual written invoice documents prior to installation/ use of materials.

CITY OF RIALTO  
REQUEST FOR PROPOSAL #16-025  
**Scope of Work**  
**List of City of Rialto's Signalized Intersections**  
**Attachment "G"**  
Page G-1

Number	Intersection
1	Alder and Riverside
2	Alder and Walnut
3	Ayala and Bohnert
4	Ayala and Fire Station
5	Ayala and Riverside
6	Baseline and Acacia
7	Baseline and Cactus
8	Baseline and Cedar/Ayala
9	Baseline and Eucalyptus
10	Baseline and Lilac
11	Baseline and Meridian
12	Baseline and Pepper
13	Baseline and Riverside
14	Baseline and Sycamore
15	Baseline and Willow
16	Bloomington and Cactus
17	Bloomington and Willow
18	Cactus and Randall
19	Cactus and Riverside
20	Cactus and Walnut
21	Casa Grande and Alder
22	Casmalia and Alder
23	Casmalia and ARCO Driveway
24	Casmalia and Ayala
25	Casmalia and Linden
26	Casmalia and Locust
27	Easton and Alder
28	Easton and Ayala
29	Easton and Linden
30	Easton and Locust
31	El Rivino Road and Cactus
32	Etiwanda and Cactus
33	Etiwanda and Cedar
34	Etiwanda and Riverside
35	Eucalyptus and McKinley
36	First and Riverside
37	First and Willow

38	Foothill and Acacia
39	Foothill and Cactus
40	Foothill and Cedar
41	Foothill and Eucalyptus
42	Foothill and Lilac
43	Foothill and Linden
44	Foothill and Pepper
45	Foothill and Riverside
46	Foothill and Spruce
47	Foothill and Sycamore
48	Foothill and Willow
49	Galway and Riverside
50	Jurupa and Riverside
51	Knollwood and Riverside
52	Lilac and Valley
53	Linden Carter HS and Birdsall Pk
54	Linden and Rialto
55	Live Oak and Riverside
56	Merrill and Cactus
57	Merrill and Cedar
58	Merrill/Bloomington and Riverside
59	Randall and Riverside
60	Randall/Lilac and Bloomington
61	Renaissance and Laurel
62	Resource and Riverside
63	Rialto and Cactus
64	Rialto and Cedar
65	Rialto and Larch
66	Rialto and Riverside
67	Rialto and Willow
68	Riverside and Agua Mansa
69	Riverside and Easton
70	Riverside and Franzman Ranch
71	Riverside and Klein Ranch
72	Riverside and Locust
73	Riverside and Rialto Senior Citizens Center
74	San Bernardino and Riverside
75	San Bernardino/Bloomington and Spruce
76	Santa Ana and Riverside
77	Slover and Riverside
78	Summit and Target Center Entrance
79	Sycamore and Merrill
80	Valley and Gateway
81	Valley and Riverside

82	Value/Gateway and Riverside
83	Walnut and Riverside
84	Willow and Merrill